



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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SBA Requirement Number 0303-11-109319-01. Local (SBA) Requirement Number: 0680/14/403626/01.

Reference proposal submitted 26 September 2013 and revised 24 April 2014 from Principal Technologies, Inc.

Invoicing Instructions: Invoices shall be submitted on a monthly basis in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports and DFARS 252.232-7006, Wide Area Workflow Payment Instructions.

Form

Schedule of Supplies/Services  
CONTINUATION OF BLOCK 20—SCHEDULE OF SUPPLIES/SERVICES

ITEM DESCRIPTION:  
Contract Line Item Number (CLIN) 0001 is for Phase-in of the Information Technology (IT) Support Services for DLA Distribution Norfolk, VA in accordance with paragraph 2.7, Phase-in Period, of Attachment 1 Performance Work Statement (PWS). The period of performance (PoP) is one (1) month, 1 June 2014 through 30 June 2014. CLIN 0001 is for one (1) month of service at a monthly unit price of (b) (4) or a total of (b) (4)

PRICING TERMS: Firm Fixed Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-in of IT Support Services	(b) (4)	UN	(b) (4)	(b) (4)

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2014 – 6/30/2014

SHIP TO: N/A.  
PR: 0048941376

ITEM DESCRIPTION:  
Contract Line Item Number (CLIN) 0002 is for the Base Year Period (Full Performance) of the Information Technology (IT) Support Services for DLA Distribution Norfolk, VA in accordance with the Attachment 1 Performance Work Statement (PWS). The Period of Performance (PoP) is eleven (11) months, 1 July 2014 through 31 May 2015. CLIN 0002 is for eleven (11) months of service at a monthly unit price of (b) (4), or a total of (b) (4)

PRICING TERMS: Firm Fixed Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FULL PERFORMANCE BASE PERIOD IT SUPPORT	(b) (4)	UN	(b) (4)	(b) (4)

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 7/1/2014 – 5/31/2015

SHIP TO: N/A.  
PR: 0048941375

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ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 0003 is for the Cost-Reimbursable Travel in support of the requirements as specified in the PWS. The contractor shall bill for travel in accordance with FAR 31.205-46. This CLIN is a non-profit bearing CLIN and allowable costs shall not exceed the Joint Travel Regulations (JTR) per diem rates IAW FAR 31.2. The contractor shall not charge indirect rates against this CLIN. This is a not-to-exceed (NTE) amount of (b) (4) for the base year of the contract, 1 June 2014 through 31 May 2015.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	COST-REIMBURSABLE	(b) (4)	UN	(b) (4)	(b) (4)
	TRAVEL				Not to exceed

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2014 – 5/31/2015

SHIP TO: N/A.  
PR: 0048941377

ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 1001 is for Option Year One (1) Information Technology (IT) Support Services for DLA Distribution Norfolk, VA in accordance with the Attachment 1 Performance Work Statement (PWS). The Period of Performance (PoP) is twelve (12) months, 1 June 2015 through 31 May 2016. CLIN 1001 is for twelve (12) months of service at a monthly unit price of (b) (4) or a total of (b) (4)

PRICING TERMS: Firm Fixed Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	IT SUPPORT SERVICES	(b) (4)	UN	(b) (4)	(b) (4)

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2015 – 5/31/2016

SHIP TO: N/A.

## ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 1002 is for Option Year One (1) Cost-Reimbursable Travel in support of the requirements as specified in the PWS. The contractor shall bill for travel in accordance with FAR 31.205-46. This CLIN is a non-profit bearing CLIN and allowable costs shall not exceed the Joint Travel Regulations (JTR) per diem rates IAW FAR 31.2. The contractor shall not charge indirect rates against this CLIN. This is a not-to-exceed (NTE) amount of (b) (4) for Option Year One (1) of the contract, 1 June 2015 through 31 May 2016.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	COST-REIMBURSABLE	(b) (4)	UN	(b) (4)	(b) (4)
	TRAVEL				Not to exceed

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2015 – 5/31/2016

SHIP TO: N/A.

## ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 2001 is for Option Year Two (2) Information Technology (IT) Support Services for DLA Distribution Norfolk, VA in accordance with the Attachment 1 Performance Work Statement (PWS). The Period of Performance (PoP) is twelve (12) months, 1 June 2016 through 31 May 2017. CLIN 2001 is for twelve (12) months of service at a monthly unit price of (b) (4), or a total of (b) (4).

PRICING TERMS: Firm Fixed Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	IT SUPPORT SERVICES	(b) (4)	UN	(b) (4)	(b) (4)

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2016 – 5/31/2017

SHIP TO: N/A.

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ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 2002 is for Option Year Two (2) Cost-Reimbursable Travel in support of the requirements as specified in the PWS. The contractor shall bill for travel in accordance with FAR 31.205-46. This CLIN is a non-profit bearing CLIN and allowable costs shall not exceed the Joint Travel Regulations (JTR) per diem rates IAW FAR 31.2. The contractor shall not charge indirect rates against this CLIN. This is a not-to-exceed (NTE) amount of (b) (4) for Option Year Two (2) of the contract, 1 June 2016 through 31 May 2017.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	COST-REIMBURSABLE	(b) (4)	UN	(b) (4)	(b) (4)
	TRAVEL			Not to exceed	

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2016 – 5/31/2017

SHIP TO: N/A.

ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 3001 is for Option Year Three (3) Information Technology (IT) Support Services for DLA Distribution Norfolk, VA in accordance with the Attachment 1 Performance Work Statement (PWS). The Period of Performance (PoP) is twelve (12) months, 1 June 2017 through 31 May 2018. CLIN 3001 is for twelve (12) months of service at a monthly unit price of (b) (4) or a total of (b) (4).

PRICING TERMS: Firm Fixed Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	IT SUPPORT SERVICES	(b) (4)	UN	(b) (4)	(b) (4)

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2017 – 5/31/2018

SHIP TO: N/A.

## ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 3002 is for Option Year Three (3) Cost-Reimbursable Travel in support of the requirements as specified in the PWS. The contractor shall bill for travel in accordance with FAR 31.205-46. This CLIN is a non-profit bearing CLIN and allowable costs shall not exceed the Joint Travel Regulations (JTR) per diem rates IAW FAR 31.2. The contractor shall not charge indirect rates against this CLIN. This is a not-to-exceed (NTE) amount of (b) (4) for Option Year Three (3) of the contract, 1 June 2017 through 31 May 2018.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	COST-REIMBURSABLE	(b) (4)	UN	(b) (4)	(b) (4)
	TRAVEL			Not to exceed	

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2017– 5/31/2018

SHIP TO: N/A.

## ITEM DESCRIPTION:

Contract Line Item Number (CLIN) 4001 is for Option Year Four (4) Information Technology (IT) Support Services for DLA Distribution Norfolk, VA in accordance with the Attachment 1 Performance Work Statement (PWS). The Period of Performance (PoP) is twelve (12) months, 1 June 2018 through 31 May 2019. CLIN 4001 is for twelve (12) months of service at a monthly unit price of (b) (4) or a total of (b) (4).

PRICING TERMS: Firm Fixed Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	IT SUPPORT SERVICES	(b) (4)	UN	(b) (4)	(b) (4)

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2018 – 5/31/2019

SHIP TO: N/A.

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**ITEM DESCRIPTION:**

Contract Line Item Number (CLIN) 4002 is for Option Year Four (4) Cost-Reimbursable Travel in support of the requirements as specified in the PWS. The contractor shall bill for travel in accordance with FAR 31.205-46. This CLIN is a non-profit bearing CLIN and allowable costs shall not exceed the Joint Travel Regulations (JTR) per diem rates IAW FAR 31.2. The contractor shall not charge indirect rates against this CLIN. This is a not-to-exceed (NTE) amount of (b) (4) for Option Year Four (4) of the contract, 1 June 2018 through 31 May 2019.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	COST-REIMBURSABLE	(b) (4)	UN	(b) (4)	(b) (4)
	TRAVEL			Not to exceed	

This line item is an option in accordance with the terms and conditions of the solicitation/award.

PREP FOR DELIVERY: See Attachment Performance Work Statement (PWS).

PERIOD OF PERFORMANCE: 6/1/2018– 5/31/2019

SHIP TO: N/A.

**Part 12 Clauses**

**Addendum to FAR 52.212-4**

**Addendum to FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Sep 2013):**

The following clauses are hereby incorporated by reference:

**FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**

**FAR 52.204-2 Security Requirements (AUG 1996)**

**FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)**

**FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

FAR 52.216-11 Cost Contract -- No Fee (APR 1984) (Applicable to CLINs 0003, 1002, 2002, 3002, and 4002 only)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

FAR 52.223-10 Waste Reduction Program (MAY 2011)

FAR 52.227-1 Authorization and Consent (DEC 2007)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

FAR 52.228-5 Insurance – Work on a Government Installation (JAN 1997)

FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

FAR 52.237-3 Continuity of Services (JAN 1991)

FAR 52.242-13 Bankruptcy (JUL 1995)

**DFARS 252.204-7000 Disclosure of Information (AUG 2013)**

DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)

**DFARS 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 2014)**

**DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)**

**DFARS 252.243-7001 Pricing of Contract Modifications (DEC 1991)**

The following clauses are hereby incorporated by full text:

**FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ALTERNATE IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

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(b) Provide information described below:

For CLIN 0001, Phase-in, and CLINs 0002, 1001, 2001, 3001, and 4001:

Labor Categories, Number of Productive Labor Hours per Labor Category, Burdened Labor Rate for each Labor Category.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years (months)(years).

(End of Clause)

**FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003) AND DFAR 252.219-7010 ALTERNATE A (JUN 1998)** (revises paragraph (c) below). (Substitutes the DFARS paragraph (c) for paragraph (c) of the FAR clause).

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

- (d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.
- (2) The Offeror will notify the DLA Distribution Acquisition Operation (J7) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm> . (This page can also be reached by accessing the J-71 Web page at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm> and selecting "Go to FAR/DFARS & Local Clauses."

<http://farsite.hill.af.mil/>

(End of Clause)

**DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

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(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**DFARS 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)**

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small Business Administration  
Oklahoma District Office  
Attn: District Director Federal Building  
301 NW 6th St  
Oklahoma City, OK 73102

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

**DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) Definitions. As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

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(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

**2-in-1 Invoice**

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Not Applicable (N/A).**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP3300
Admin DoDAAC	SP3300
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	SB3300
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

**tracy.birch@dla.mil**

(g) WAWF point of contact.

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(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**Ken Decker at kenneth.Decker@dla.mil**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**DLAD 52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (APR 2014)**

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ) or other DLA field activity office(s), with physical access to a Federally-controlled facility. Prior to beginning work on a contract, DLA and its field activity offices require all contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check with Written Inquiries (NACI) or NACI equivalent.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with law and credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD

5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action.

(3) The Contracting Officer will ensure that the respective DLA Personnel Security Office initiates the investigation for the required clearance level(s) of the Contractor personnel.

(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Personnel Security Office. Requests shall include the following information and/or documentation:

- (1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);
- (2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
- (3) Form FD-258, fingerprint card (however, fingerprinting can be performed by the cognizant DLA Personnel Security Office).

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(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Personnel Security Office at the time of fingerprinting or prior to the DLA Security Office releasing the investigation to the Office of Personnel Management.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by the office performing the investigation to either the appropriate adjudication facility for eligibility determination or the DLA Intelligence Security Division for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by the office performing the investigation to the Defense Industrial Security Clearance Office (DISCO) or DLA Intelligence Personnel Security Office.

(i) A waiver for an IT-I or IT-II position to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms. The request for a waiver must be approved by the Commander/Director or an authorized representative of the site. The cognizant DLA Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing, however, there will be no waiver for an IT-III position. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures as provided by the DLA site Information Systems Security Officer. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor is also required to obtain a common access card (CAC) for each contractor employee in accordance with procedures established at the DLA HQ or field activity office. When a CAC is required, the Contracting Officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver

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allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer in writing, within 12 hours, whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer The Contractor shall notify the contracting officer in writing, within 12 hours, when a Contractor employee working on this contract resigns, is reassigned, terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Security Office so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. The Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

(End of Clause)

**DLAD 52.212-9002 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2014)**

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. ☒ FAR 52.203-3, Gratuities (APR 1984)
2. ☒ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. ☐ DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4. ☒ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5. ☐ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
6. ☒ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
7. ☐ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
8. ☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
9. ☒ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)
10. ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11. ☐ DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country
12. ☐ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)
13. ☐ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
14. ☐ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
15. ☐ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. ☐ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17. ☐ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
18. ☐ DFARS 252.215-7008, Only One Offer (OCT 2013)
19. ☐ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)
20. ☐ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011)
21. ☐ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
22. ☐ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)
  - a. ☐ Alternate I (DEC 2010) of 52.225-7000
23. ☐ DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)
  - a. ☐ Alternate I (OCT 2010) of 252.225-7001
24. ☐ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

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<p>25. _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013)</p> <p>26. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)</p> <p>27. <input checked="" type="checkbox"/> DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)</p> <p>28. _____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)</p> <p>29. _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)</p> <p>30. _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)</p> <p>31. _____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)</p> <p>32. _____ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)</p> <p>a. _____ Alternate I (DEC 2010) of 252.225-7020</p> <p>33. _____ DFARS 252.225-7021, Trade Agreements (OCT 2013)</p> <p>a. _____ Alternate II (OCT 2011) of 252.225-7021</p> <p>34. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)</p> <p>35. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)</p> <p>36. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)</p> <p>37. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)</p> <p>38. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)</p> <p>39. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)</p> <p>40. _____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)</p> <p>41. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)</p> <p>a. _____ Alternate I (OCT 2013) of 252.225-7035</p> <p>b. _____ Alternate II (NOV 2012) of 252.225-7035</p> <p>c. _____ Alternate III (JUN 2012) of 252.225-7035</p> <p>d. _____ Alternate IV (NOV 2012) of 252.225-7035</p> <p>e. _____ Alternate V (NOV 2012) of 252.225-7035</p> <p>42. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)</p> <p>a. _____ Alternate I (JUN 2012) of 252.225-7036</p> <p>b. _____ Alternate II (NOV 2012) of 252.225-7036</p> <p>c. _____ Alternate III (JUN 2012) of 252.225-7036</p> <p>d. _____ Alternate IV (NOV 2012) of 252.225-7036</p> <p>e. _____ Alternate V (NOV 2012) of 252.225-7036</p> <p>43. _____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)</p> <p>44. _____ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)</p> <p>45. _____ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (FEB 2013)</p> <p>46. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)</p> <p>47. _____ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)</p> <p>48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)</p> <p>49. _____ DFARS 252.227-7015, Technical Data -- Commercial Items (JUN 2013)</p> <p>50. _____ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),</p> <p>51. <input checked="" type="checkbox"/> DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)</p> <p>52. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)</p> <p>53. <input checked="" type="checkbox"/> DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)</p> <p>54. _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)</p> <p>55. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)</p> <p>58. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)</p> <p>57. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)</p> <p>58. _____ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)</p> <p>59. <input checked="" type="checkbox"/> DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)</p> <p>60. <input checked="" type="checkbox"/> DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)</p> <p>61. _____ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)</p>		
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62. \_\_\_\_\_ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
63. \_\_\_\_\_ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
64. \_\_\_\_\_ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)
65. \_\_\_\_\_ DFARS 252.247-7023, Transportation of Supplies by Sea (JUN 2013).
- a. \_\_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- b. \_\_\_\_\_ Alternate III (MAY 2002) of 252.247-7023
66. \_\_\_\_\_ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
67. \_\_\_\_\_ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
68. \_\_\_\_\_ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
69. \_\_\_\_\_ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
70. \_\_\_\_\_ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)
- In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)
  2. DFARS 252.227-7015, Technical Data – Commercial Items (JUN 2013)
  3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
  4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
  5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
  6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
  7. DFARS 252.247-7023, Transportation of Supplies by Sea (JUN 2013)
  8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
- (End of Clause)

#### **DLAD 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014)**

In order to implement Department of Defense policy providing for accelerated payments to small businesses, the Government may issue awards that reflect payment terms of Net 30 days, regardless of the payment terms offered by the vendor. This is required so the Government can make accelerated payment to small businesses in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 232.906(a)(ii) as soon as practicable on contracts or orders for which fast pay procedures do not apply, following receipt of a proper invoice and completion of receipt and acceptance documentation as required for payment by Federal Acquisition Regulation (FAR) 32.905. The Government's intent to make accelerated payment does not alter the rules for imposition of interest pursuant to the Prompt Payment Act as set out in the contract or order and FAR Subpart 32.9.

(End of Clause)

#### **ACCESSIBILITY OF E&IT PRODUCTS TO PEOPLE WITH DISABILITIES (SECTION 508 OF THE REHABILITATION ACT)**

Unless otherwise specified, all products (supplies or services) furnished under this contract shall comply with the applicable Electronic and Information Technology (E&IT) Accessibility Standards at 36 CFR part 1194.

#### **CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) REQUIREMENTS**

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15 and the Contractor Performance Assessment Reporting System (CPARS) training materials can be found at <http://www.cpars.csd.disa.mil/allapps/cpartng/documents/CPARS%20Presentation.pdf>. All information contained in the assessment may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor. Assessments will be conducted as prescribed by CPARS guidance.

(b) The contractor will be provided with a copy of the assessment. The contractor will have 30 calendar-days to submit comments, additional information, or rebut statements if warranted or desired. The contractor must strictly control access to the assessment while in the Contractor's possession and must ensure that the assessment is never released to persons or entities outside of the contractor's control. After receipt of Contractor's comments or expiration of the 30 day comment period, whichever occurs first, and depending on the Contractor's response the Government will:

- (1) If no comments are received; close the CPAR by the Assessing Official Rep and Reviewing Official;
- (2) If the Contractor concurs with the assessment; accept/update and close the CPARS and forward comments to all reviewers;

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(3) If Contractor does not concur with the assessment, coordinate a final response with Reviewing Official, Assessing Official Representative, and Assessing Official;

(4) Enter the final government response and close CPARS.

(c) After completion of one of the appropriate actions, the Assessing Official will notify all individuals that the report is complete. The assessment is considered complete when signed by the Assessing or Reviewing Official.

(d) The official responsible for the corporate operating unit being assessed can submit a written request to receive a copy of the completed CPARS assessment. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described above and in the CPARS Guide.

(e) Refer to <http://www.cpars.csd.disa.mil/> for details and additional information related to CPARS, CPARS user access (which includes obtaining a PKI certificate), how contract performance assessments are conducted, and how contractors participate.

#### **ILLEGAL ITEMS NOT AUTHORIZED ON FEDERAL INSTALLATION**

Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U. S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. The local authorities can issue a citation that charges the individual with a specific offense and requires the individual to appear before a Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.

#### **MARK CONTRACT NUMBER ON ALL CORRESPONDENCE**

Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

#### **MANAGEMENT OF CONTRACTOR EMPLOYEES**

The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed in the Performance Work Statement/Statement of Work. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of the Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.

#### **ORGANIZATIONAL CONFLICT OF INTEREST**

(a) The contractor shall be ineligible from participation as a contractor, subcontractor, or consultant in any procurement arising or resulting from any of the services provided to DDC on this contract. This restriction includes providing services to any potential bidders on such procurements. The contractor shall not incorporate its product or services in any statement of work or specification unless directed to do so in writing by the Contracting Officer.

(b) If the contractor in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial data, internal data, or any other non-public information or information by the Privacy Act, the contractor agrees not to release such information without prior written approval from the Contracting Officer. The use of such information for personal gain is prohibited.

(c) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

#### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- \_ **X** \_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_ **X** \_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_ **X** \_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- \_ **X** \_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_ **X** \_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_ **X** \_ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_ **X** \_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_ **X** \_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_ **X** \_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_ **X** \_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_ **X** \_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_ **X** \_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- \_ **X** \_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_ **X** \_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

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- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- \_\_\_ (41) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (42) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

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\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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**Attachments**

**List of Attachments**

Description	File Name
ATTACH.SF 1449 Contractor Signed Cover Page	SF 1449 Contracto
ATTACH.Attachment 1 Performance Work Statement (PWS)	Attachment 1 PWS.pdf
ATTACH.Attachment 2 Quality Assurance Surveillance Plan (QASP)	Attachment 2 QASP.pdf
ATTACH.Attachment 3 DD 254	Attachment 3 DD Form DD254.pdf
ATTACH.Attachment 4 Sample Semi-Annual Limitations on Subcontracting Report	Attachment 4 Sample Semi-Annual Lim
ATTACH.Attachment 5.3 DoD Wireless Instructions 8420.01	PWS Attachment 5.3 - DoD Wireless I